

## **MEMORANDUM OF UNDERSTANDING**

WHEREAS, The Family Healing Center and the Reedley Police Department have come together to collaborate and create a partnership to assist victims of Sexual Assault, Child Abuse and Domestic Violence, and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the partnership; and

WHEREAS, the MOU prepared and approved by the partners may be used to be submitted at any time during the life of the agreement as part of an RFP for grant funding, and

WHEREAS, this MOU is in effect from the date of signatures for a period of three (3) years.

### **I) Description of Partner Agencies**

The Family Healing Center has been assisting victims of domestic violence and sexual assault. The agency uses a multidisciplinary team approach by combining law enforcement, district attorney's office, forensic interviewers, forensic nursing, and advocacy all in one abuse center.

The Reedley Police Department is responsible for ensuring the safety of the individuals in their cities. The agencies provide routine law enforcement duties such as being proactive in deterring crime and proactive in investigations, follow-ups, and arrest.

### **II) History of Relationship**

The Reedley Police Department has been assisting the victims of domestic violence and sexual assault by referring individuals and families to the Family Healing Center. The Reedley Police Department Sexual Assault Unit routinely utilizes the services primarily for Forensic Sexual Assault Examinations and Forensic Interviews of victims and witnesses. Consequently, their relationship has helped the victims by providing needed services.

### **III) Roles and Responsibilities**

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

The Family Healing Center will work collaboratively with the Reedley Police Department to assist victims of domestic violence and sexual assault. The Family Healing Center will work with women and children who are survivors of sexual and physical abuse through a multidisciplinary team approach. The agency will be utilized combining law enforcement, district attorney's office, forensic interviewers, forensic nursing, and advocacy all in one center. The goal is to optimize outcomes for the victims by providing all assessment and treatment services in a supportive environment. In addition, to see the justice systems recognize an increase in successful prosecution.

The Reedley Police Department will work on investigation, follow-up interviews, and arrest of the perpetrators. They are the first line of contact in the chain of support services that the victim(s) will receive. The Reedley Police Department will be responsible for referring victims to the Family Healing Center for services; these services will include but are not limited to;

## MEMORANDUM OF UNDERSTANDING

- ☐ Forensic Interviews-offered on call for all needed interviews including emergency, after hours and weekends at a cost of \$260.00 per interview. Children and adults that have been victims of sexual assault and domestic violence and those who have witnessed any form of a violent crime, the Deaf and Hard of Hearing community, and developmentally delayed. A Spanish speaking interpreter is also available as needed.
- ☐ If victims or victim's family members require counseling or therapeutic intervention (individual, group or family) services will be provided on site by expert Family Healing Center staff. Referrals for legal assistance or court accompaniment will be provided to victims of domestic violence, dating violence, sexual assault, human trafficking and stalking with no restriction on age.
- ☐ If victims require a Forensic Medical Evidentiary Exam one will be provided on site 24/7 by Forensic Nurse Specialist of Central California, Inc. (FNCCC). Additional contracted services provided by FNCCC, See Appendix A.

### **IV) Timeline**

The roles and responsibilities described above under this Memorandum of Understanding will commence on the date the MOU is signed and continue for a period of three (3) years.

### **V) Direct Services for Law Enforcement**

- 1) MDIC Interviews 24/7
- 2) Forensic Medical Evidentiary Exam 24/7
  - a) Suspect Examination
  - b) Human Trafficking Examination
- 3) CPS Medical Clearance Exams (300 Hold)
- 4) MDIC Medical Screening Examination
- 5) Prevention Training and Education Annually(As Needed/Per Request)
- 6) Expert Court Testimony
- 7) Law Enforcement Consultation 24/7
- 8) Crisis Response and Intervention
- 9) Debriefing and Expert Consultation
- 10) Therapy or Counseling Intervention for Law Enforcement

### **VI) Additional Victim Services at No Cost to Agency or Victim**

- 1) Pediatric Follow Up 48 hours after Medical Evidentiary Exam
- 2) CPS Medical Screening/Placement
- 3) 24/7 Crisis Hotline 1-888-835-3037
- 4) Education and Prevention

- a) Mandated Reported (Law Enforcement, CPS, Staff)
- b) MDIC training (Law Enforcement, CPS, Staff)
- c) Forensic Medical Evidence Collection Training (Law Enforcement, CPS, Staff)
- d) Child Protection Unit (Law Enforcement, CPS)
- e) Darkness 2 Light: Stewards of Children
- f) Tween/Teen Talk

## VII) Commitment to Partnership

- 1) The Partnership service area includes the incorporated areas of the City of Reedley.
- 2) The partners agree to collaborate and provide service/assistance as described in the MOU to victims of domestic violence, child abuse and sexual assault.
- 3) Compensation under this MOU is defined in section III and the agency will be billed on a monthly basis on the first of each month. This is subject to change based on any submitted RFP's, grant funding opportunities or contracts. Changes to this effect will be appropriately considered and ratified through agency council and or boards.

## VIII) Severability

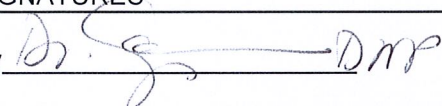
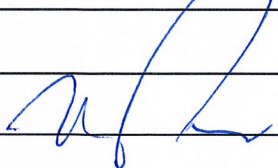
The provisions of the MOU are severable. The invalidity or unenforceability of any one provision in this MOU shall not affect the other provisions.

## IX) Entire MOU

It is mutually understood and agreed that the foregoing constitutes the entire agreement between the parties as to the subject matter hereof. Any modifications or amendments to this MOU must be in writing, and signed by authorized agent of each party within 30 days of said modification or amendment.

## MEMORANDUM OF UNDERSTANDING

IN WITNESS THEREOF, the parties have caused their authorization agents to execute this MOU:

SIGNATURES	
By <u></u> Chief Executive Director, <b>Family Healing Center</b>	By <u></u> Chief or Designee, _____
Date <u>5/29/15</u>	Date <u>7/16/15</u>

## APPENDIX A



### **Expansion of services available to law enforcement who contract with Forensic Nurse Specialists of Central CA, Inc.**

**290 DNA Sample Collection** **\$150.00**

**DUI Blood Collection** **\$175.00**  
On call licensed RN to be available 24/7 for DUI collection at designated site

**Domestic Violence Victim Forensic Examination** **\$300.00**  
On call Forensic Nurse 24/7 to perform comprehensive examination, documentation, and all forensic photography at any site. Victim History and all documentation on new state Cal OES 502 form. (See attached)

**Follow-Up DV Exam** **\$100.00**  
Exam to be performed at an agreed upon site – Photography, documentation and follow up crisis counseling

**Chronic Child Sexual Assault Examination** **\$400.00**  
Comprehensive examination on children assaulted over 120 hrs. Exams will be performed on a case by case bases discussed between the Forensic nurse and Law Enforcement. Each exam will consist of detailed documentation and photography.

**Child Physical Abuse Examination** **\$300.00**  
On call Forensic Nurse 24/7 to perform comprehensive examination, documentation, and all forensic photography at designated site.

**FNSCC is dedicated to providing quality state of the art forensic examinations to victims of all ages effected by violence.**



P.O. Box 25423 Fresno, CA 93729  
(559)324-9100 24 Hr Answering Service/Office  
(559) 840-1070 Fax

## **AGREEMENT TO PROVIDE SERVICE TO REEDLEY POLICE DEPARTMENT FOR SEXUAL ASSAULT FORENSIC EVIDENCE**

Forensic Nurse Specialists of Central Ca, Inc. (FNSCC, Inc.) and Reedley Police Department agree as follows:

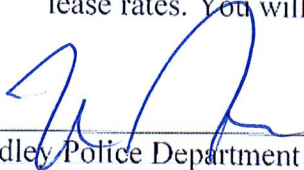
FNSCC, Inc. agrees to provide forensic evidence collection and examinations of victims of sexual assault and forensic evidence collection from suspects.

Charge per case, to be paid for by Reedley Police Department, is \$900.00. Suspect exams at the same time as victim exam are \$500.00. Suspect examination after initial victim examination will be \$600.00. Victim "no show or cancelled" after FNSCC, Inc. nurse is called out will be subject to a \$150.00 "dry run" fee. Additional follow up examination for victims at law enforcement request will be subject to a \$450.00 fee. Expert Witness testimony is a contracted negotiated amount between FNSCC, Inc. and the District Attorney Office

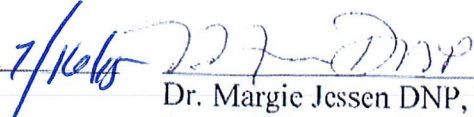
### **SPECIAL PROVISIONS:**

1. Term of Agreement shall be July 1, 2015 through June 30, 2018 and shall be automatically renewed for the original contract length unless terminated by either party with a 90 day written notice.
2. Law enforcement officers agree to call the 24 hour FNSCC, Inc. answering service prior to transporting victim to FNSCC, Inc. examination site located @ the Fresno SART Center.
3. FNSCC, Inc. agrees to collect forensic evidence from sexual assault victims in accordance with OES state protocols by qualified forensic examiners. All examinations will utilize a Cannon Digital Camera for photography when injuries are present. Copies of photographs to be made available to contracting law enforcement agency upon request. Discussion of findings will be provided at the conclusion of the exam.
4. FNSCC, Inc. agrees to provide competent expert witness testimony in court when subpoenaed to be present.
5. All evidence collected will be relinquished by FNSCC, Inc. to the police officer ordering the examination at the conclusion of the examination with a completed copy of the OES 923/925/930/950 medical report.
6. FNSCC, Inc. agrees to make results of and evidence from examination available to law enforcement personnel at any time subsequent to the date of examination upon request.

7. This agreement is not meant to prohibit law enforcement agency from utilizing the services of other hospitals.
8. Contracted rates will be subject to annual review. New rates will be effective July 1<sup>st</sup> of every year the agreement is in effect. Factors considered in this rate review will include, but are not limited to, prevailing nurse contractor rates, medical supplies, and building lease rates. You will receive notice at least thirty days prior to the new rate taking effect.

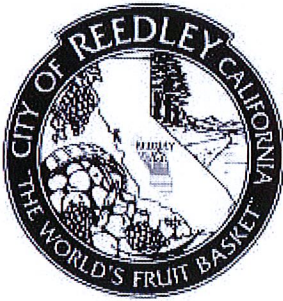
  
\_\_\_\_\_  
Recdley Police Department

Date: 7/16/15

  
\_\_\_\_\_  
Dr. Margie Jessen DNP, FNP  
Owner/Director  
Family Nurse Practitioner  
Forensic Nurse Specialists

Date: 6/4/15





## **REEDLEY CITY COUNCIL**

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 8

**DATE:** July 14, 2015

**TITLE:** AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REEDLEY POLICE DEPARTMENT AND FAMILY HEALING CENTER. IN ADDITION, THIS AUTHORIZES THE CITY MANAGER TO SIGN AN AGREEMENT WITH FORENSIC NURSE SPECIALISTS TO PROVIDE SERVICES TO THE REEDLEY POLICE DEPARTMENT FOR SEXUAL ASSAULT FORENSIC EVIDENCE COLLECTION.

**SUBMITTED:** Jose L. Garza, Chief of Police

**APPROVED:** Nicole R. Zieba, City Manager

### **RECOMMENDATION**

Authorize the City Manager to sign a Memorandum of Understanding ("MOU") between the City of Reedley Police Department and Family Healing Center. In addition, this will authorize the City Manager to sign an agreement with Forensics Nurse Specialists to provide services to the Reedley Police Department for sexual assault forensics evidence collection.

### **EXECUTIVE SUMMARY**

Staff recommends the City of Reedley allow the City Manager to sign the attached Memorandum of Understanding between the City of Reedley and Family Healing Center as well as the agreement to provide Sexual Assault Forensic Evidence collection services.

### **BACKGROUND**

The Reedley Police Department has been assisting the victims of Domestic Violence and sexual assault by referring those victims and families to the Family Healing Center. The Reedley Police Department's Victim Services Unit (VSU) routinely utilizes the Family Healing Center services primarily for forensic sexual assault examinations and forensic interviews of victims and witnesses.

The ability to partner with Family Healing Center has greatly improved the lives of crime

victims by providing a caring environment and not having to re-victimize survivors by having a multi-disciplinary team approach. By utilizing this multi-disciplinary approach, members of law enforcement, district attorney's office, forensic interviewers, forensic nurses, and victims' advocates are on site to provide services.

Direct services received by entering into this MOU can be found on page 2 of the MOU and additional Victim Services provided at no cost can also be found on page 2 and 3 of the MOU.

### **FISCAL IMPACT**

Costs for potential examinations have been included in the Fiscal Year 15/16 Budget (Account 001-4350-3000)

### **PRIOR COUNCIL ACTIONS**

None

### **ATTACHMENTS**

Memorandum of Understanding

Agreement to Provide Services to Reedley Police Department for Sexual Assault  
Forensic Evidence